

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JEAN JUNIOR JACQUES,	:	
	:	
Plaintiff,	:	
	:	21 Civ. 7102 (LGS)
-against-	:	
	:	<u>ORDER</u>
IMPERIAL PARKING (U.S.), INC., et al.,	:	
Defendants.	:	
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LORNA G. SCHOFIELD, District Judge:

WHEREAS, on March 29, 2022, Plaintiff filed the parties’ executed settlement agreement and a letter motion seeking approval of the settlement agreement (Dkt. No. 39);

WHEREAS, on March 31, 2022, approval of the settlement agreement was denied because it contained, in Section 3 of the agreement, an overly broad release provision purporting to release all wage and hour claims, regardless of whether the claims are related to those in this litigation, against a broad list of entities related to the Defendants in this litigation (Dkt. No. 41);

WHEREAS, on April 20, 2022, Plaintiff’s counsel filed a revised settlement agreement with the only change being a revised release provision in Section 3 that limited the released claims to those “relating specifically to the wage and hour claims in this lawsuit” and limited the released entities to the Defendants and REEF Technology, Inc., which Plaintiff’s counsel represented is Defendants’ “parent company / affiliate” (Dkt. No. 42). It is hereby

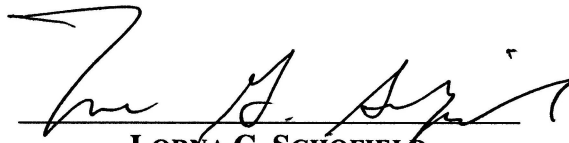
ORDERED that the settlement agreement is **APPROVED** as fair and reasonable based on the nature and scope of Plaintiffs’ claims and the risks and expenses involved in additional litigation. *See Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199, 206–07 (2d Cir. 2015); *Wolinsky v. Scholastic, Inc.*, 900 F. Supp. 2d 332, 335–36 (S.D.N.Y. 2012) (outlining the factors that district courts have used to determine whether a proposed settlement is fair and reasonable).

It is further

ORDERED that Plaintiff's counsel's request for \$12,248.65, of which \$874.68 is reimbursement for the costs of service of process and the filing fee and the remainder of which is a reasonable attorney's fee, is **GRANTED**. The Court finds this amount to be fair and reasonable in light of the quality of counsel, risks of litigation and the litigation's magnitude and complexity. The remainder of the settlement shall be distributed to Plaintiffs. It is further

The Clerk of Court is respectfully directed to close this case.

Dated: April 21, 2022
New York, New York



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE